

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ZEN JV, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11195 (JKS)

(Jointly Administered)

Related to Docket No. 82

**OBJECTION OF THE MORNING CONSULT LLC TO NOTICE
OF POSSIBLE ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

The Morning Consult LLC (“Morning Consult”) hereby objects (the “Objection”) to the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [D.I. 82] (the “Cure Notice”) filed by the above-captioned debtors (the “Debtors”), and, in support hereof, respectfully states as follows:

BACKGROUND

1. On June 24, 2025, (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. As of the Petition Date, Morning Consult and Debtor CareerBuilder, LLC were parties to a Master Services Agreement dated March 10, 2022 (the “MSA”), pursuant to which Morning Consult and the Debtors (together, the “Parties”) may execute further scopes of work for

¹ The Debtors in these cases, along with the last four digits of each debtor’s federal tax identification number (to the extent applicable), are: Zen JV, LLC (0225); Monster Worldwide LLC (6555); FastWeb, LLC; Monster Government Solutions, LLC (5762); Camaro Acquisition, LLC; CareerBuilder, LLC (6495); CareerBuilder Government Solutions, LLC (6426); Luceo Solutions, LLC (4426); CareerBuilder France Holding, LLC (9339); and Military Advantage, LLC (9508). The Debtors’ address is 200 N LaSalle Street #900, Chicago, IL 60601.

market research and business intelligence services. The MSA makes clear that any scope of work “incorporates the terms and conditions” of the MSA, “will become a part of and be governed by the terms” of the MSA, and that CareerBuilder, LLC is responsible for all amounts owed under any such scope of work. *See* MSA at §§ 1.10, 2.1, 3.1. In addition, the MSA specifically provides that “[a]ny CareerBuilder Affiliate may submit or enter into an SOW with [Morning Consult] for [Morning Consult] to provide Services to such CareerBuilder Affiliate under the terms” of the MSA. *Id.* at § 2.1.

3. Pursuant to the MSA, Morning Consult issued a scope of work executed on March 20, 2025 and identified as Order No. Q-08194-1 (the “SOW,” and together with the MSA, the “Agreement”) under which Morning Consult agreed to provide Debtor Zen JV, LLC, an “Affiliate” of CareerBuilder, LLC as defined in the MSA, with a Custom Survey Research Bank. As of the Petition Date, the SOW is the only active scope of work under the MSA. The contract rate under the SOW is \$100,000, and the SOW provides that payment thereof is due forty-five (45) days after invoicing.

4. Pursuant to an invoice dated April 9, 2025, a copy of which is attached hereto as **Exhibit A**, this \$100,000 amount was due in full on May 24, 2025 and remains outstanding.

5. On July 8, 2025, the Court entered the *Order (I) Authorizing and Approving (A) the Bidding Procedures for Sale of the Debtors’ Assets Free and Clear, (B) the Scheduling of an Auction and Sale Hearing, (C) the Form and Manner of Notice of Sales, Auctions, and Sale Hearings, (D) the Notice and Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (E) the Designation of Stalking Horse Bidders, and (F) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Authorizing Designation of Stalking Horse Bidders, and (III) Granting Related Relief* [D.I.

110] (the “Bid Procedures Order”), pursuant to which the Court established bidding procedures in connection with the sale of substantially all of the Debtors’ assets, including the assumption and assignment of the Debtors’ executory contracts and unexpired leases.

6. In anticipation of the entry of the Bid Procedures Order, on July 3, 2025, the Debtors filed the Cure Notice, which reflects the following for Morning Consult:

Counterparty	Debtor	Date	Description	Cure Amount
The Morning Consult LLC	CareerBuilder, LLC	3/10/2022	Order	\$0.00

OBJECTION

7. Morning Consult objects to the Cure Notice and, more generally, to the assumption and assignment of the Agreement under the terms currently contemplated by the Cure Notice, for two reasons. First, as explained above, the \$0.00 cure amount reflected in the Cure Notice (the “Asserted Cure Amount”) is incorrect. In order to assume an executory contract or unexpired lease, section 365(b) of the Bankruptcy Code requires a debtor to cure any defaults existing at the time of assumption. 11 U.S.C. § 365(b)(1)(A). Furthermore, section 365(b)(1)(B) requires a debtor, at the time of assumption, to compensate the counterparty for any actual pecuniary loss resulting from a default. 11 U.S.C. § 365(b)(1)(B).

8. As shown by the invoice attached hereto as **Exhibit A**, the proper cure amount is \$100,000 (the “Actual Cure Amount”). Morning Consult thus objects to any proposed assumption of the Agreement to the extent such assumption fails to provide for full payment of the Actual Cure Amount.

9. Second, the Debtors’ description of the Agreement in the Cure Notice is incomplete and should reference *both* the MSA and the SOW, which are associated and integrated agreements. Indeed, Morning Consult submits that the Agreement should be reflected in the Cure Notice as follows:

Counterparty	Debtor	Dates	Description	Cure Amount
The Morning Consult LLC	CareerBuilder, LLC	3/10/2022 (and 3/20/2025 for SOW issued pursuant thereto)	Master Services Agreement and SOW No. Q-08194-1 issued pursuant thereto	\$100,000.00

Morning Consult thus objects to the assumption of the Agreement insofar as the Agreement is incorrectly described in the Cure Notice.

RESERVATION OF RIGHTS

10. Morning Consult reserves the right to supplement this Objection to, *inter alia*, assert a right to recover attorneys' fees, expenses, and/or interest. Morning Consult also reserves its rights to object to any other relief sought by the Debtors in connection with the assumption and assignment of the Agreement, including, without limitation, an assignee's proposed adequate assurance of future performance.

CONCLUSION

WHEREFORE, Morning Consult respectfully requests that this Court (i) sustain this Objection, (ii) condition assumption and assignment of the Agreement on (a) correcting the description of the Agreement in the Debtors' records and (b) requiring payment of the Actual Cure Amount, and (iii) grant such other and further relief as the Court deems just and proper.

Dated: July 14, 2025

SAUL EWING LLP

/s/ Monique B. DiSabatino

Monique B. DiSabatino (DE Bar No. 6027)

1201 North Market Street, Suite 2300

P.O. Box 1266

Wilmington, DE 19899

Telephone: (302) 421-6806

Email: monique.disabatino@saul.com

Counsel for The Morning Consult LLC